TOWN OF CORINTH, VERMONT FACILITY RENTAL AGREEMENT

This Rental Agreement, dated _____, 20__ is by and between the Town of Corinth (the Town), and _____ (the Renter). In consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. FACILITY. The Town rents to Renter the Town Hall in Corinth, Vermont (the Facility) for the Event described below.

2. EVENT. Renter will use the Facility for the following Event:
   _____
   _____
   _____

3. DATE and TERM. The date of the Event will be_____, from _____ (a.m./p.m.) until _____(a.m./p.m.). (Building should be vacated no later than 12 a.m.)

4. RENT AND SECURITY DEPOSIT (if applicable). Renter will pay the Town a rental fee of $_____ at the signing of this Rental Agreement. Renter will also pay the Town a security deposit of $_____ at the signing of this Rental Agreement.

5. OBLIGATIONS OF RENTER. At the end of the rental term, Renter will return the Facility in a neat, orderly and clean condition, as specified in the Addendum to this Agreement. Renter will be responsible for, and liable to, the Town for all repairs to the Facility required as a result of damage caused by Renter and Renter's guests.

6. OCCUPANCY. Occupancy of the Facility will be limited to 125 persons.

7. SMOKING. Smoking is prohibited in the Facility.

8. OPEN FLAMES. The use of candles, incense burners, or other forms of open flame is prohibited in the Facility.

9. INSURANCE (if applicable). Renter will provide proof of and maintain at its sole cost and expense, comprehensive general liability insurance in which the Town of Corinth is an additional insured with combined single limit coverage of $500,000 per occurrence and $500,000 in the aggregate. Renter will furnish the Town with a certificate of insurance prior to the Event.

10. RETURN OF SECURITY DEPOSIT. Within three days following the Event, the Town will inspect the Facility. If Renter and guests have not caused any damage to the Facility and have left the Facility in the condition specified in the Addendum, the Town will return the security deposit to Renter within seven days. Otherwise, Town may retain all or a portion of the security deposit. If the Town retains any of the rental deposit, it will give written notice to Renter specifying the amount retained and the reasons therefore. The Town's remedies for damage shall not be limited to retention of the security deposit and the Town may pursue any additional remedies authorized by law to recover its damages or losses.

11. ALCOHOL. If alcohol will be furnished, served or consumed at the Event, Renter agrees to the following additional terms:

    A. An additional security deposit of $_____ is due at the signing of this Rental Agreement.

    B. If Renter will contract with a caterer or other third party to furnish or serve alcohol at the Event, such caterer or third party shall procure and maintain at its sole cost and expense comprehensive general liability insurance with combined single limit coverage of $500,000 per occurrence and $500,000 in the aggregate, and liquor liability coverage insured with combined single limit coverage of $500,000 per occurrence and $500,000 in the aggregate. Town and Renter shall both be named as additional insureds. Renter will furnish the Town with a certificate of such insurance prior to the Event.

    B. Host liquor liability coverage may be substituted when alcohol is consumed and not sold at the Facility with the prior written approval of the Town. The Town shall be named as an additional insured on the host liquor liability insurance.

    C. Renter and/or Renter's guests shall not provide alcohol to persons under the age of 21 or to persons who are already intoxicated or are apparently intoxicated. Renter and/or Renter's guests shall require proof of age of all persons prior to serving them with alcohol.

    D. Renter acknowledges that the Town does not condone the irresponsible use of alcoholic beverages. It shall be Renter's sole responsibility to monitor the use of alcoholic beverages by Renter's guests and to comply with all laws in this regard.

12. INDEMNIFICATION AND HOLD-HARMLESS. Renter agrees to indemnify and hold the Town, its officers, agents, and employees harmless from any loss or liability which may result from claims of injury to persons or property from any cause arising out of or during the use and occupancy of the Facility by Renter and Renter's guests, agents, or employees.

Office Use Only: Policy for hall use given to applicant

Date Paid_____ Receipt No._____ Date Key Obtained _____

By Whom:_____ Date Key Returned _____

Payment Approval _____ Amount to Refund: _____

Account # 100-1220-03-230-.04

13. ASSIGNMENT. This Rental Agreement is not assignable to any other person or entity.

14. CANCELLATION. The rental fee will not be refunded if notice is received less than seven days before the Event, unless the Facility is subsequently rented for the same date. The security deposit will be refunded if the Facility is not used. In the event of a power outage or other event that may render the Facility unusable, the rental fee and security deposit will be refunded.

15. RIGHT OF ENTRY AND TERMINATION. The Town, its officers, agents, and employees shall have the right to enter the Facility at all times during the Event to confirm Renter's conformance to this Agreement. If the Town determines, in its sole judgment, that Renter has breached a term of this Agreement, the Town shall have the right to immediately terminate this Rental Agreement prior to the expiration of its term and prior to the conclusion of the Event without any refund to Renter.

16. CONFORMANCE WITH THE LAW. Renter agrees that Renter will abide by and conduct its affairs in accordance with the Town of Corinth Town Hall Use Policy and all laws, rules, regulations, and ordinances, including those relating to alcohol consumption and noise. Renter shall not engage in or allow any illegal activity to occur at the Facility.

The parties have executed this Agreement at Corinth, Vermont this _____ day of _____, 20___.

TOWN OF CORINTH, by _____(Duly authorized Agent)

RENTER _____

Address: _____

Town _____ State_____ Zip_____

Phone #_____

_____ (Organization, if applicable)

ADDENDUM

Clean-up after an event includes the following:

a. All dishes, utensils, pots, pans and coffee makers washed, dried and returned to original locations.

b. Bathrooms in swept and mopped condition. Toilets and sinks clean. Wastebaskets emptied.

c. Floors swept and mopped.

d. All trash removed.

e. All food removed from premises.

f. All furniture returned to its original location.

g. All decorations and adhesive tape removed.

h. All lights turned off and (during the heating season) heat set at 65 degrees.

i. All windows closed and latched.

j. All exterior doors locked.

k. Key returned to the Town representative by the day following the event or at a time mutually agreed with the Town representative.